

CITY COUNCIL STAFF REPORT MEETING DATE: June 18, 2014

APPROVE CIVICPLUS PREMIUM WEBSITE RECURRING REDESIGN AGREEMENT

RECOMMENDED ACTION(S):

1.) Adopt a Resolution authorizing the City Manager to approve and execute an agreement with Icon Enterprises, Inc. dba CivicPlus for Premium Website Recurring Redesign and annual website/mobile application technical support and maintenance.

Agenda Item # 10
Prepared By:
Communications and Engagement Manager
Submitted By:

City Manager

EXECUTIVE SUMMARY:

In 2008, the City contracted with CivicPlus to develop a new city website. The new website was launched in July of 2008 and has been in use since then. After the website was launched, regular maintenance and updates have been provided by CivicPlus and many internal teammates have been involved in updating information and creating new content. However, a complete website redesign has not been done in six years.

Our city website is now severely in need of a complete refresh and redesign. The redesign will integrate new technology, allow for a better user experience and provide a fresh, vibrant overall look and feel that more accurately reflects our City. The agreement includes the development and implementation of a custom mobile application that will provide a better experience for mobile device users. Having a user friendly mobile application is extremely important as current research indicates that mobile device use far exceeds personal computer use and will continue to grow while personal computer use is declining.

Staff recommends moving forward with the agreement for Premium Website Recurring Redesign with our current vendor, CivicPlus. If approved, the redesign and development of the custom mobile application will take approximately 4 months. It is anticipated that both would be fully implemented by the end of November 2014.

The redesign of the City's website along with the development of a custom mobile application supports the City Council Goal of Enhancing Community Engagement.

FISCAL/RESOURCE IMPACT:

The cost for the website redesign, development of mobile app and annual website maintenance and support is included in both the approved FY 2013/14 budget (\$15,000) and the proposed FY 2014/15 budget (\$18,500).

The website redesign is included in the Communication and Engagement workplan for FY 2014/15.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN CONSULTING AGREEMENT WITH ICON ENTERPRISES, INC. DBA CIVICPLUS FOR PREMIUM WEBSITE RECURRING REDESIGN.

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the entrance of the City into that certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve CivicPlus Premium Website Recurring Redesign" submitted for City Council consideration at its meeting of June 18, 2014 submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

- Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.
- <u>Section 2.</u> <u>Approval and Authorization</u>. The City Council does further resolve, order and/or direct as follows:
 - a. That the Consulting Agreement with Icon Enterprises, Inc. dba CiviPlus for Premium Website Recurring Redesign substantially in the form attached

- hereto as Exhibit A and incorporated herein by this reference (the "Agreement") is hereby approved; and
- b. That the City Manager is hereby delegated authority to and is authorized and directed to execute the Agreement substantially in the form attached hereto as <u>Exhibit A</u>; provided, specifically, that the total amounts to be paid by City under the Agreement shall in no event exceed "thirty-three thousand four hundred forty-five dollars and fifty-five cents (\$33,445.55).

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 18th day of June, 2014 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
DATE:	
	Steve Tate, MAYOR

& CERTIFICATION CS

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.XXXX , adopted by the City Council at the meeting held on June 18, 2014.

WITNESS MY HAND	AND THE SEAL	OF THE CITY	OF MORGAN HILL	
WILLIAMOS MIT HAMD	AND THE SEAL	OF THE CIT	OF MORGAN HILL	1

DATE:		
	Irma Torrez, CITY CLERK	

CONSULTANT AGREEMENT Icon Enterprises, Inc., dba CivicPlus

	TI	HIS AGRE	EEME	NT is	enter	ed into a	nd b	pecome	es e	effective	on		(Ef	ective	Date),
												corporation,			
ENT	TERP	RISES, IN	IC., D	BA CI	VIC I	PLUS ("C	CON	SULTA	TNA	") a Kar	nsas	s corporation	duly autl	norized	to do
busi	iness	in Califo	rnia a	and wil	l ren	nain so	duri	ng the	te	erm of th	nis	Agreement,	hereinafte	r refer	red to
colle	ective	ly as "Pa	rties."	In co	onsid	eration o	f th	e pron	nise	es and the	he	mutual cover	nants cont	ained	in this
Agre	eeme	nt, the Par	rties a	gree a	s follo	ws:									

- 1. <u>City Authority</u>. This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, ___, 20___.
- 2. <u>Term of Agreement</u>. This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2015, at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
- 3. <u>Scope of Service</u>. The services to be performed by CONSULTANT shall be Premium Recurring Redesign of City of Morgan Hill website and ongoing maintenance, support and website hosting as further described in **Exhibit A**.
- Compensation. CONSULTANT shall be compensated as follows:
 - 4.1. <u>Amount</u>. \$33,445.55. Total compensation under this Agreement shall not exceed THIRTY THREE THOUSAND FOUR HUNDRED FORTY-FIVE AND 55/100 dollars and shall be billed based on the rate and basis set forth in **Exhibit B**.
 - 4.2. Billing. CONSULTANT shall provide CITY with two invoices as follows: 1) upon receipt of the fully executed agreement, CONSULTANT shall provide CITY with an invoice in the amount of TWENTY THREE THOUSAND SIXTY AND NO/100 dollars (\$23,060.00) for the Premium Recurring Redesign of City website and 2) on or about September 1, 2014, CONSULTANT shall provide CITY with an invoice in the amount of TEN THOUSAND THREE HUNDRED EIGHTY-FIVE AND 55/100 dollars (\$10,385.55) for the annual ongoing maintenance, support and website hosting. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
- 5. <u>Termination</u>. CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT.

6. Performance of Work. CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

7. Insurance Requirements.

- 7.1. Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability insurance policies, CONSULTANT shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:
 - The CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds; and,
 - the insurer waives the right of subrogation against CITY and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
 - insurance shall be primary non-contributing.

CONSULTANT shall furnish CITY with copies of all policies or certificates subject to this Agreement, whether new or modified, promptly upon receipt. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY.

- 7.2. <u>Workers' Compensation Insurance</u>. CONSULTANT and all subcontractors shall maintain Workers' Compensation Insurance, as required by law.
- 7.3. Insurance Types and Amounts. CONSULTANT shall maintain comprehensive general liability insurance; professional errors and omissions liability insurance (required for professional and technical service consultants only); and automobile insurance each with policy limits of at least \$1,000,000 per occurrence for general liability, \$1,000,000 per accident for automobile liability and \$1,000,000 per claim for professional errors or omissions (for professional and technical service consultants only).
- 7.4. Acceptability of Insurers. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed and admitted, or otherwise legally authorized to carry out insurance business, in California with a current A.M. Best's rating of no less than A:VII.
- 8. <u>Non-Liability of Officials and Employees of the CITY</u>. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
- 9. <u>Compliance with Law</u>. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in

carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

- 10. <u>Independent Contractor</u>. CONSULTANT is an independent contractor and not an agent or employee of CITY.
- 11. <u>Confidentiality</u>. All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
- 12. <u>Conflict of Interest and Reporting</u>. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 13. <u>Notices</u>. All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

CivicPlus
CivicPlus Contract Manager
317 Houston St. Suite E
Manhattan, KS 66502

Address of CITY is as follows:

Communications and

with a copy to: City Clerk

Engagement Manager City of Morgan Hill

City of Morgan Hill

17575 Peak Avenue Morgan Hill, CA 95037

17575 Peak Avenue Morgan Hill, CA 95037

14. <u>Licenses, Permits and Fees</u>. CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

Maintenance of Records.

- 15.1. <u>Maintenance</u>. CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.
- 15.2. Access to and Audit of Records. The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its

subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

15.3. Ownership of Work Product.

- 15.3.1. Upon expiration or earlier termination of this Agreement and payment of any outstanding invoices, Client will own website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content") produced during the term of the Agreement or to the date of termination, respectively.
- 15.3.2. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
- 15.3.3. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
- 15.3.4. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.
- 15.3.5. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content.
- 16. Familiarity with Work. By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
- 17. **Time of Essence**. Time is of the essence in the performance of this Agreement.
- 18. **No Assignment**. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY.

19. <u>Attorney Fees</u>. In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. Defense and Indemnification.

- 20.1. <u>Defense and Indemnification</u>. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").
- 20.2. <u>Exceptions</u>. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.
- 20.3. <u>Not limited by insurance</u>. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.
- 20.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 20.5. <u>Interpretation.</u> This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.
- 21. <u>Entire Agreement; Modification; Conflicting Provisions</u>. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.
- 22. **Governing Law and Venue**. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.
- 23. <u>Interpretation</u>. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited

to,	California	Civil	Code	§	1654,	the	provisions	of	which	are	hereby	waived.	This	Agreement	shall	be
construed and interpreted in a neutral manner.																

24. <u>Preservation of Agreement</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

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25. <u>Authority to Execute</u>. Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:	CITY OF MORGAN HILL					
City Clerk/Deputy City Clerk	City Mai	nager				
Michelle Wilson	Steve R					
Print Name	Print Na	ime				
Date:	Date:					
APPROVED AS TO FORM:	ICON E	NTERPRISES, INC., dba CIVICPLUS				
City Attorney	Ву:					
Renee Gurza	Title:					
Print Name		Print Name and Title of Signer. If Corporate: Chairman, President or Vice President				
Date:	Date:					
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	Ву:	× ×				
	Title:	Drint Name and Title of Cianas				
M. The state of th		Print Name and Title of Signer. If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer				
	Date:					

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Service & License Agreement for Morgan Hill, CA

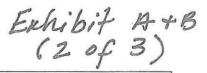
Exhibit A+B
(1 of 3)

-Exhibit A- CivicPlus Project Deliverables

CivicPlus Project Development	t Services & Scope of S	ervices for	500000000000000000000000000000000000000
	ecurring Redesign		
Design & Project Overview		THE PROPERTY.	
f you're looking for the full package, the Premium Redesign w	vill fit your needs.		
The Premium level redesign includes all the benefits of the Ad			
content editors to work reviewing and editing your content. Ou			
eview your site standards and ensure consistency through yo			
process of review our experts will reformat and break up those	e long pages to ensure the		
pest usability to your visitors.			
Additionally, our design team will create an optimal viewing ex			
esponsive design. With this, your website will optimize its layer			
device. Take the mobile experience one step future, we will cr	The state of the s		
or your organization to reflect your new design and provide fe	A CONTRACTOR OF THE PROPERTY O		
notifications and quick touch access to the tools available thro	bughout your site.		
New responsive designRedevelop banner			
 Redevelop barrier Redevelop navigation method (may choose top drop- 	-down or other options)		
Design setup - wireframe	-down or other options)		
 Redevelop graphic elements of website (Newsflash, 	FAOs. Calendar, etc.)		
Project Management	, , , , , , , , , , , , , , , , , , , ,	Annual Fee	
 Testing 		Increase:	One Time Fe
Review		\$3,300	\$19,760
Content		WINDS TO BE THE STATE OF THE	
 Includes migrating of all existing content and 	d retouching of published		
pages to ensure proper formatting, menu str	ructure and application of		
new site styles			
 Ensuring modules are related to feature colu 	The state of the s		
 Contact information will be updated for cons 			
standards and moved to info advanced area	as if pages previously		
utilized right contact formatting o * Pages content will be edited and moved for	usability and associators		
 Pages will be moved to coordinate with new 			
assist with building out place holder pages	mena structure and we will		
Note: Content will be reformatted and broken up (sho	ortened or re-sectioned) for		
usability and consistency. No new content will be dev			
process.			
 Spelling and broken links will be checked and update 	ed where possible.		
Additionally, a report will be provided to client	-		
 4 hours of phone training 			
Custom Mobile App			
Inclusion of all standard modules (see module listing	on the following page)		
Add-On Options	0-1104.000		1
Media Center Module	Optional \$1,000 per year		
	Annual Fee Increase	\$3,300	1.
Tota	I Project Development Fee		\$19,760
	epends on payment terms)	\$23	1 5



Service & License Agreement for Morgan Hill, CA



	Modules		Functionality
0	Agenda Center	0	Action Items Queue
0	Alerts Center & Emergency Alert Notification	0	Audit Trail / History Log
9	Archive Center	0	Automated PDF Converter
0	Bid Postings	0	Automatic Content Archiving
•	Blog	0	Content Library
•	Business/Resource Directory	0	Dynamic Breadcrumbs
•	Calendar	0	Dynamic Sitemap
•	Carbon Calculator	0	Expiring Items Library
)	Citizen Request Tracker™ (5 users)	9	Generic Mobile App (iOS & Android)
)	Community Voice™	0	Graphic Link Administration
ì	Document Center	0	Links Redirect and Broken Links Finder
	ePayment Center	0	Menu Management
•	Facilities & Reservations with Activities	0	Mouse-over Menu Structure
	Frequently Asked Questions	0	MuniMobile™
•	Forms Center	0	Online Editor for Editing and Page Creation (WYSIWYG
•	Healthy City	0	Online Web Statistics (Only with CivicPlus Hosting)
	Intranet	0	Page Wizard w/Multiple Layouts
•	Job Postings	0	Printer Friendly/Email Page
)	My Dashboard	0	Rotating Content
•	News Flash	0	RSS
)	Notify Me® Email & 500 SMS Text Subscription	•	Search Engine Registration
•	Online Job Application with 1 Generic Application	0	Site Layout Options
•	Opinion Poll	0	Site Search & Entry Log
	Photo Gallery	0	Slideshow
9	Postcard	0	Social Media Integration (Facebook & Twitter)
0	Quick Links	0	User & Group Administration Rights
,	Real Estate Locator	0	Web Page Upload Utility
0	Spotlight	0	Website Administrative Log
3	Staff Directory		The second secon



Service & License Agreement for Morgan Hill, CA

Exhibit A+B
(3 of 3)

Exhibit B - Annual Support, Maintenance and Hosting Services

	tenance and Hosting Fee Storage not to exceed 30 GB Media Center Module 10 GB	\$9,891.00			
	Annual Increase	\$494.55			
(Effecti	New Annual Fee ive upon Contract Signing)	\$10,385.55			
Support, Maintenance & Hosting Service	es Include:				
Support	Maintenance of CivicPlus Application & Modules	Hosting			
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware			



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Phase 1 - Consulting (may vary with on-site meetings)	4-5 weeks
Includes: Needs assessment, best practices, and takeaways assigned.	4 0 Wooko
Phase 2 - Website Preview Presentation	
Includes: Layout presentation, mood board and main navigation review, design feed approval and takeaways assigned.	back meeting and 3-5 weeks
Phase 3 – Website Reveal Presentation	
Includes: Presentation of a functional website based on goals, recommendations an final approval and takeaways assigned.	d combined vision; 3-4 weeks
Phase 4 - Customized Website Training (varies based upon amount of	of content) 3-4 week
Includes: Customized to give your staff the skills they need to maintain your website	
Phase 5 – Go Live	3-4 weeks
Website Launch	16 -22 Weeks (On Average)

^{**} Our projects are official placed on timeline at the Kickoff/Timeline meeting. This meeting is typically scheduled after we receive a signed contract from the client. Per our Manager of Project Administrators - as of today, May 12th we are working more on a 16-18 week timeframe, but it does depend on the client.

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